Approved Formelease 2005/02/17 : CIA-RDP78B047 0001001100 خز NEGOTIATED CONTRACT (SUPPLIES AND SERVICES) REQUISITION OR OTHER PURCHASE AUTHORITY CONTRACT/TASK ORDER NO. 65-16387 ISSUING OFFICE NAME ADDRESS Central Intelligence Agency Washington, D. C. 20505 CONTRACTOR APPROPRIATION AND OTHER ADMINISTRATIVE DATA Declass Review by NGA. This negotiated contract is entered into pursuant to statutory authority and any required determination and findings have been made. This contract is entered into, by and between the United States of America, hereinafter called the Government, represented by the Contracting Officer executing this contract, and above named Contractor who is an Individual, Partnership, Corporation, incorporated in the State of ______, hereinafter called the Contractor. The parties hereto agree that the Contractor shall furnish the facilities and deliver all supplies and perform all the services set forth in the attached Schedule, or Task Orders, issued hereunder, for the consideration stated therein. The rights and obligations of the parties to this contract shall be subject to and governed by the terms and conditions on the rerse hereof, attached Schedule and General Provisions. To the extent of any inconsistency between the Schedule and General visions, and any specifications or other provisions which are made a part of the contract by reference or otherwise, the Schedule and the General Provisions shall control. To the extent of any inconsistency between the Schedule and the General Provisions, the Schedule shall control. The Contractor represents (a) that it __ is, __ is not, a small business concern. For this purpose, a small business concern is a concern that (i) is not dominant in its field of operation and, with its affiliates, employs fewer than 500 employees, or (ii) is certified as a small business concern by the Small Business Administration. (See Code of Federal Reg., Title 13, Ch. II, Part 103, 21 Fed. Reg. 9708, which contains the detailed definition and related procedures.), (b) that it __ has, __ has not, previously been denied a Small Business Certificate by the Small Business Administration, and (c) if offeror is a regular dealer, it also represents that all supplies to be furnished hereunder __ will, __ will not be manufactured or produced in the United States or its territories or possessions by a small business manufacturer or producer; and, further, makes the representations regarding contingent or other fees. set forth on the reverse hereof. gent or other fees, set forth on the reverse hereof. _{19.} 65 l June IN WITNESS WHEREOF, the parties hereto have executed this contract as of SIGNATURES (Type or print all names under all signatures)

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CONTRACTO

BY

WITNESSES (In case of corporation, witnesses not required, but certificate on the reverse must be completed.)

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BY

THE UNITED STATES OF AMERICA

CONTRACTING OFFICER

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NOTE: Contractor, if a corporation, should of porate seal, provided that the same of	cause the following certificate to be executed under its cor- officer shall not execute both the contract and the certificate.
	CERTIFICATE
1,	, certify that ! am the
	of the corporation named as Contractor herein; that
	, who signed this contract on behalf of the Con-
tractor, was then	of said corporation; that said
contract was duly signed for and in behalf of s	aid corporation by authority of its governing body, and is
within the scope of its corporate powers.	
	(SIGNATURE)
CONTRACTOR'S STATEM	IENT OF CONTINGENT OR OTHER FEES
a full-time bona fide employee working solely for th has, has not, paid or agreed to pay to working solely for the Contractor) any fee, commissi the award of this contract, and agrees to furnish in	has not, employed or retained any company or person (other than e Contractor) to solicit or secure this contract; and (b) that he any company or person (other than a full-time bona fide employee on, percentage or brokerage fee, contingent upon or resulting from formation relating thereto as requested by the Contracting Officer. cluding the term "bona fide employee," see General Services Admin5(d), Fed. Reg. Dec. 31, 1952, Vol. 17, No. 253.)
TERM	AS AND CONDITIONS

- 1. SELLER'S INVOICES -- Invoices shall be prepared and shall contain the following information: Contract number, of supplies or services, sizes, quantities, unit prices, of shipment will be shown for shipments made on Government bills of lading. The Contractor or his authorized representative will sign ONLY the original (ribbon typed copy, if typed). When the invoice is signed or reof the person signing, as well as the capacity in which he signs, must appear. For example: "John Doe Com- ified in the Schedule. pany, by John Smith, Secretary," "Treasurer," or as the case may be.
- 2. LABOR INFORMATION -- Attention is invited to the possibility that wage determinations may have been made under the Walsh-Healey Public Contracts Act providing companied by evidence of his authority. minimum wages for employees engaged in the manufacture for sale to the Government of the supplies covered by this contract. Information in this connection, as well as general information as to the requirements of the act concerning overtime payment, child labor, safety and health provisions, etc. may be obtained from Wage and Hour and Public Contracts Division, Department of Labor, Washington 25, D. C.
- 3. DISCOUNTS: In connection with any discount offered, submitted in triplicate unless otherwise specified. Invoices time will be computed from date of delivery of the supplies to carrier when delivery and acceptance are at point of origin or Order number (if any), Item number; contract description from date of delivery at destination or port of embarkation when delivery and acceptance are at either of those points, or and extended totals. Bill of lading number and weight from date correct invoice or voucher (properly certified by the Contractor) is received in the office specified by the Government if the latter date is later than the date of delivery.
- 4. SAMPLES: Samples of items, when required, must be submitted within the time specified and at no expense to the ceipted in the name of a company or corporation the name | Government. If not destroyed by testing, they will be returned at Contractor's request and expense, unless otherwise spec-
 - 5. GOVERNMENT-FURNISHED PROPERTY -- No material, labor, or facilities will be furnished by the Government unless otherwise provided in the Schedule.
 - 6. AGENTS -- Contracts signed by an agent must be ac-
 - 7. ALTERATIONS -- Any alterations in this contract made by the Contractor must be initialed by both the Contractor and Contracting Officer.
 - 8. MISTAKES -- Contractors are expected to examine the drawings, specifications, circulars, schedule and allinstructions pertaining to the supplies or services. Failure to do so will be at the Contractor's risk. In case of mistake in extension of price the unit price will govern.

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TOTAL

000100110012-7 ease 2005/02/17 : CIA-RDP78B0477 Approved For SCHEDULE (SUPPLY CONTRACT) The supplies or services to be furnished, the specifications, the discounts, the time and place of delivery, and any other special terms and conditions applicable to the Contract, Invitation for Bids, or Request for Proposals (as applicable) are set forth below. REQUISITION NO. OR OTHER PURCHASE AUTHORITY CONTRACT/TASK ORDER/INVITATION/REQUEST NO. (as applicable) 65-16387 MAIL INVOICES TO SHIP TO (consignee and destination) Property and Supply Officer (65-16387) Office of Finance Naval Gun Factory Washington, D. C. 20505 Washington, D. C. PERFORMANCE PERIOD/DELIVERY SCHEDULE AP/3 System installed on or prior to 1 April 1966. Program Documentation and Manuals on or prior to 1 June 1966. INSPECTION DELIVERY F.O.B. Destination (See Below) Destination FOLLOWING DISCOUNTS WILL BE ALLOWED BY CONTRACTOR, BIDDER OR OFFEROR FOR PROMPT PAYMENT PERCENT 30 CALENDAR DAYS PERCENT | 20 CALENDAR DAYS 10 CALENDAR DAYS PERCENT QUANTITY ITEM AMOUNT SUPPLIES OR SERVICES (Number of Units) UNIT Analytical Plotter, Model AP/3, ea. complete with special purpose computer, comparator, plotting table, computer programs and manuals as proposed in accordance with Contractor's Proposal dated February 12, 1965, incorporated by reference herein and made a part hereof. INSTALLATION: The above price includes complete installa tion and checkout which must be accomplished before final acceptance. In order to facilitate installation, the Contractor shall complete three (3) copies of the form entitled "Installa tion Engineering" and deliver it to the Technical Representative of the Contracting Officer at least sixty (60) days prior to system delivery. Furthermore, timely notice of actual delivery shall also be extended to the Technical Representative of the Contracting Officer. BUY AMERICAN ACT (41 U. S. C 10 a-d) For purpose of the "Act," the equipment ordered under this contract is considered a "domestic source end product" in accordance with Article 5 (a) (iii) (B) cited under Section 5X A of the General Provisions.

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THE TRANSPORT OF A D A		
DELIVERY F.O.B.:		
The AP/3 shall be considered F.O.B. destination from the	}	
to the designated installation	location.	
It is presently planned to arrange for U.S. Government pickup	of the	
plotter portion of the system		
If the above arrangements are not made, the Contra	ctor shall	
be reimbursed in accordance with Article 31 cited under Secti General Provisions. If U.S. Customs are paid by the Contract		
contract price will accordingly be increased to cover customs	costs.	
COULTEGE DITEG ATTI SCCOLUTISTA SC INCLESSOR OF COLOR OF CONTRACT		
TAX RECOVERY:		
The Contractor agrees that will take all the acti		
to comply with tax relief agreements between the Italian and	United States	
Governments to insure that proper relief is granted for any f	oreign taxes	
paid under this contract.		
GENERAL PROVISIONS:		
CLIMITACHT LIVOATOTONO.		
The General Provisions cited on the Contract signature p	age shall	
consist of Section(s) A and B, attached hereto and made a par		

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INTERNAL INFORMATION: Voucher No. 65-16387 Reqn. No. 5500-8745-65 ata 0 +085 Proc. Charge No. 5155-4100 Reqn. Copy Sent to: NPIC Amount - Contract No. Contractor's Mailing Address:			
Contracting Officer's Mailing Address	s:		
Central Intelligence Agency Washington, D.C. 20505 UNCLASSIFIED - internally and externa U. S. Government check	ally		
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Requirements for Contractor's Personnel Involved in Work on Agency Premises: (This provision is applicable only where work is performed on Agency premises.)

The Contractor agrees that he will assign only such personnel as have been authorized by the Government's Project Officer to work under this Contract. In this connection, for identification purposes, the Contractor will be required to submit the name, address, place and date of birth of all personnel who would be involved in such installation or maintenance work. Said information will be required not later than twenty (20) days in advance of the scheduled date of such work.

Liability of the Contractor: (This provision is applicable only where work is performed on Agency premises.)

The Contractor agrees that all persons performing the work under this contractual document will maintain a high degree of vigilance and diligence to prevent any damage or injury to the Government property, equipment, or personnel in the vicinity of the work and to the greatest extent possible, avoid any interference with any plant operations that may be in process during the work performed hereunder. Further, the Contractor agrees that it would be his responsibility to see that any Government property or equipment damaged by his employees during the performance of such installation will be restored at his expense and to the satisfaction of the Contracting Officer. The Contractor further agrees to remove at his expense, all litter, refuse, waste, dirt, or debris in connection with such installation and to restore the area to a clean and orderly appearance. This shall include any repairs, repainting, etc., incidental to the said work.